



June 18, 2014

Private & Confidential

Via Hand Delivery

Mr. Greg Heichelbech

Re: Termination of Employment

Dear Greg:

This will confirm our conversation today wherein we informed you that your employment with Triumph Motorcycles (America) Limited is terminated with immediate effect.

As we discussed, the Company intends to provide you with up to six (6) months of continued pay of your base salary and continuation of your health insurance benefits. Such payments and benefits will cease if you should obtain comparable employment during this 6-month period or if you should violate your ongoing obligations to the Company.

During the period of your severance pay and benefits, and consistent with the Company's conflict of interest policies, you are not to work on behalf of any direct competitor in a managerial, sales or marketing role within the U.S., and you should not work for any company that has a direct contractual relationship with Triumph or any affiliate.

Also, from and after today's date, we expect you to comply with your obligations to maintain the confidentiality of the Company's trade secrets and other confidential information. You should also refrain from communicating with Triumph employees, customers, dealers and vendors regarding Triumph business matters and you should refrain from communicating with any such persons or entities regarding the Company's products, policies, personnel or operations.

This will also confirm your removal as an officer and/or director of Triumph Motorcycles (America) Limited and of Triumph Holdings, Inc. effective immediately. From and after today's date, you are not authorized to act or speak in any manner on behalf of the Company or any of its affiliates.

TRIUMPH MOTORCYCLES (AMERICA) LIMITED

100 Hartsfield Centre Parkway, Suite 200, Atlanta, Georgia 30354

Tel: 00 1 678 854 2010

Fax: 00 1 678 539 8740

www.triumphmotorcycles.com

GC

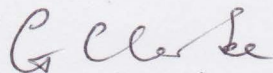
We ask that you immediately return to us any and all Company property in your possession, including any Company-owned cellular phones, laptop or other computers, security cards, cheque books, keys, credit cards, access cards and other property. If you should have any such Company property at your home or in any other location, we ask that you make arrangements for the prompt return of such items. Additionally, if you have previously received any cash advances, such should be immediately returned as well. In accordance with Company property, you should not keep copies of any Company information, trade secrets or other confidential or proprietary material and you should destroy any electronic copies thereof.

We may request your assistance in having your signatory authority removed from the Company's bank and other financial accounts and any other legal or regularity documentation.

We will allow you to continue use of the Company-leased vehicle until August 1, 2014 and will arrange with you to coordinate the return of the vehicle on or before that date.

If you have any questions, we ask that you contact the Company's legal counsel, Matthew Clarke, at Smith, Gambrell & Russell in Atlanta (404-815-3767; mclarke@sgrlaw.com).

Sincerely,



Garry Clarke

I, Greg Heichelbech, have read and understand the foregoing and agree to the terms and provisions set forth above.

Greg Heichelbech

Date

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